

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

HAMIDULLAH ZAHIDI CONSTRUCTION)	
COMPANY)	
Beside Azizi Bank Branch)	
2 nd Road of Shah Shaheed)	
District #8)	
Kabul City, Kabul)	
Afghanistan)	
	Case No.
Plaintiff,)	
)
v.)	DEMAND FOR JURY TRIAL
)
ADVANCED CONSTRUCTORS)	
INTERNATIONAL, LLC)	
3422 Old Capitol Trail)	
Wilmington, DE 19808)	
)
Defendant.)	
)

COMPLAINT

Plaintiff, Hamidullah Zahidi Construction Company, by and through its undersigned counsel, brings this action against Advanced Constructors International, LLC and complaints and alleges as follows:

PARTIES

1. Hamidullah Zahidi Construction Company (“HZCC”) is an Afghanistan Company formed under the laws of the Islamic Republic of Afghanistan and located Beside Azizi Bank Branch, 2nd Road of Shah Shaheed, District #8, Kabul City, Kabul, Afghanistan.

2. Upon information and belief, Advanced Constructors International, LLC (“ACI”) is a Delaware Corporation with offices at 3422 Old Capitol Trail, Wilmington, DE 19808.

JURISDICTION

3. This Court has jurisdiction under 28 U.S.C. § 1332(a)(2) whereas this action is between a citizen of a foreign state and a citizen of Delaware, and the amount in controversy exceeds \$75,000.

BREACH OF CONTRACT

4. ACI entered into Contract W5J9LE-11-C-0020 with the United States Army Corps of Engineers (“USACE”) for construction of the Kandahar Regional Police Training Center in Kandahar, Afghanistan.

5. ACI subcontracted a portion of its scope of work to HZCC (the “Subcontract”) for a lump sum amount of \$10,835,000.

6. The work subcontracted to HZCC consisted of construction-related activities relating to six different buildings at the project location.

7. HZCC performed all work it was permitted to execute in a good and workmanlike manner, consistent with the direction and requirements of ACI and the Subcontract.

8. Prior to the completion of work, USACE terminated ACI’s performance of Contract W5J9LE-11-C-0020 for default for reasons unrelated to HZCC’s performance.

9. HZCC successfully performed its obligations under the Subcontract through the date USACE terminated ACI.

10. ACI breached the Subcontract by failing to pay HZCC for all of the work that HZCC performed through the date of termination.

11. ACI is liable to HZCC in an amount to be determined at trial but not less than \$3,025,969.00, which represents the amount due and owing under the Subcontract.

12. Moreover, upon information and belief, ACI is liable to HZCC for interest under the Prompt Payment Act, 31 U.S.C. § 3901 *et seq.*, in an amount to be determined at trial.

WHEREFORE, HZCC prays for compensatory damages in an amount not less than \$3,025,969.00 plus interest, costs, attorneys' fees and such other relief this Court deems just and proper.

Respectfully submitted,

/s/ Maria L. Panichelli

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